



MEMORANDUM OF UNDERSTANDING ON TRADE AND ECONOMIC CO-OPERATION

Between

**THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND
NORTHERN IRELAND**

and

THE STATE OF FLORIDA IN THE UNITED STATES OF AMERICA

This Memorandum of Understanding (“MOU”) is made by and between the Government of the United Kingdom of Great Britain and Northern Ireland (“the United Kingdom”) and the State of Florida in the United States of America (“the State of Florida”), (collectively, the “Participants” and each a “Participant”).

WHEREAS, the United Kingdom and the State of Florida maintain strong historic, cultural, and commercial links;

WHEREAS, the Participants recognise the overall importance of the economic relationship between the United States of America and the Participants and the relationship between the United Kingdom and the State of Florida;

WHEREAS, the Participants aim to deepen their already well-established relationship in order to enhance trade relations, promote sustainable growth, increase investment, and strengthen emerging and innovative industries;

WHEREAS, the Participants recognise that research, technology, including digital technology and digitisation, entrepreneurship, and innovation are fundamental to economic growth and prosperity, and to succeed in the international innovation economy, there is a need to strengthen their respective abilities to accelerate the commercialisation of innovations, to accelerate growth of domestic firms, and recognise the mutually enabling relationship between innovation and trade;

WHEREAS, the Participants aspire to accelerate and secure the significant benefits that environmental resilience, including conservation, safeguarding land, air, and water to maintain natural resources, and guarding against pollution, delivers to elevating and maintaining economic resilience; and

THEREFORE, the Participants, in the spirit of promoting closer relationships, intend to further support and work co-operatively within the boundaries of existing laws and treaties in their respective jurisdictions on goals and issues as set forth below.

SECTION 1: OBJECTIVES

Through this MOU, the United Kingdom and the State of Florida intend to:

- i. Increase trade between the United Kingdom and the State of Florida through deepening economic development co-operation and trade relations.
- ii. Increase bilateral investment by facilitating mutual co-operation for companies wishing to make connections in the Priority Areas of focus.
- iii. Create a forum to identify and address existing or anticipated barriers to trade, investment, and economic co-operation and development.
- iv. Foster innovation, strengthen business links, and encourage the creation of decent work in both the United Kingdom and the State of Florida.
- v. Grow academic and research ties through promoting collaborative projects, research, and information exchange.

SECTION 2: PRIORITY AREAS FOR FOCUS AND CO-OPERATION

- i. In furtherance of the principle of mutual benefit, the Participants intend to prioritise the following areas for focus and co-operation (the “Priority Areas”), which include but are not limited to:
 - a. Space,
 - b. Fintech, including reinsurance,
 - c. Life Sciences, especially medtech,
 - d. Supply chains and logistics,
 - e. Transport, including aviation, maritime, intercity, light, and high-speed rail, and rail freight,
 - f. Infrastructure, including water, adaptation, and resilience together with cyber security,
 - g. Legal services and lawtech,
 - h. Agricultural biotechnology, and
 - i. Other emerging and innovative areas not specifically mentioned such as artificial intelligence, simulations, semiconductors, and photonics.
- ii. In addition, the Participants acknowledge the Revised World Trade Organization Agreement on Government Procurement (WTO GPA) and intend to explore opportunities to open access to markets covered in the WTO GPA and encourage private company participation in mutually acceptable government procurement markets of the United Kingdom and the State of Florida. The Participants will maintain an open dialogue regarding current and future procurement trade related initiatives and developments.

SECTION 3: ACTIVITIES AND INITIATIVES

To achieve the goals described in Section 2 of this MOU, the Participants may carry out the following activities and initiatives and will aim to promote opportunities across all regions and communities in both the United Kingdom and the State of Florida:

- i. Trade Missions - Conduct virtual and in-person missions with the Participants' respective government officials to deepen coordination on policy and market development and identify opportunities for or barriers to further collaboration and trade.
- ii. Market access - Consider and, as appropriate, pursue solutions to specific market access barriers. This may include supporting regulators and professional bodies interested in pursuing recognition arrangements on professional qualifications.
- iii. Investment - Facilitate introductions and explore opportunities for public and private sector institutions to invest capital, whether directly or via third party funds. Signpost available incentives, resources, financing, and support available for businesses seeking to invest, including facilitating introductions with regional investment promotion agencies.
- iv. Private-Sector Partnership Development - Facilitate introductions and partnerships among private sector companies through meetings, worker exchange programmes, and regional arrangements, with a particular focus on small and medium-sized enterprises (SMEs).
- v. Academic Co-operation - Connect researchers, students, and thought leaders for information sharing, collaboration, and other types of co-operation, whilst simultaneously ensuring that any collaboration should conform to proportionate standards of research, security, and integrity.
- vi. Best Practice Exchange - Share information and best practices in areas such as policy and program design and implementation, capacity-building, and development of expertise to foster growth and innovation across all sectors.
- vii. Joint Projects and Events - Collaborate on joint events such as symposia, seminars, workshops, exhibitions, and trainings.

SECTION 4: IMPLEMENTATION AND WORKING GROUP

- i. In addition to the activities and initiatives set out in Section 3 of this MOU, the Participants will, on a regular basis, inform and consult with one another on matters of common interest that represent opportunities for mutual benefit and are consistent with this MOU.
- ii. The Participants will meet annually in the form of a working group ("the Working Group") to coordinate the implementation of the MOU. The first Working Group will be held within six months of signing this MOU. Activities of the Working Group may include:
 - a. Identifying, and where appropriate, addressing current and future barriers to trade and investment.

- b. Considering matters relating to the interaction between innovation and trade, such as regulatory approaches that facilitate innovation and co-operation to identify and respond to potential and future disruptions to trade caused by innovation in goods and services.
 - c. Exchanging of best practices and information relevant to the Priority Areas outlined in Section 2 of this MOU.
 - d. Reviewing the operation and scope of the MOU to ensure it is continuously up to date and relevant for advancing the Participants' relationship.
 - e. Where appropriate, facilitating participation of stakeholders such as private enterprise, chambers of commerce, regional or local levels of government, and the academic community to discuss matters pertinent to the MOU.
 - f. Carrying out any other mutually acceptable forms of co-operation that contribute to the goals of this MOU including facilitating introductions for relevant public and private sector institutions to explore investment opportunities.
- iii. The United Kingdom may also raise issues of opportunity and mutual interest relating to territories for whose international relations the United Kingdom is responsible, where appropriate, namely the Bailiwicks of Guernsey and Jersey, the Isle of Man, and the Overseas Territories.
- iv. The Participants designate the following coordinating authorities to oversee all interactions related to this MOU and its implementation:
- a. For the State of Florida: Florida's Department of Commerce as the coordinating authority for all state agency interactions related to this MOU.
 - b. For the United Kingdom: the Department for Business and Trade and the British Consulate General in Miami.
- v. The above designees will also be tasked with identifying participants for the Working Group.

SECTION 5: THIRD PARTY PARTICIPATION

- i. The Participants acknowledge that individuals and entities from the private, public, academic, research, and other sectors may be invited to participate in the co-operative activities and initiatives described herein, provided that such individuals and/or entities can directly and meaningfully contribute to the achievements of the objectives of the MOU.
- ii. Subject to each Participant's absolute discretion, this third-party participation in the activities and initiatives under this MOU may include, but is not limited to, the involvement of research institutions, economic development organisations, regional or local levels of government, non-governmental and advisory bodies, private enterprise, trade associations, and/or public-private partnerships.
- iii. The Participants acknowledge that participation in the activities and initiatives under this MOU by third parties will be subject to the Information Sharing and Confidentiality provisions at Section 6 of this MOU.

SECTION 6: INFORMATION SHARING AND CONFIDENTIALITY

- i. The Participants recognise that to facilitate the objectives of this MOU, information may

pass between them. The sharing of information under this MOU is subject to the following provisions:

- a. The Participants may only use the information for purposes which further the objectives of this MOU.
- b. The Participants may only disclose any part of the information to a third party if the Participant wishing to disclose the information seeks and obtains prior written consent from the other Participant, except in circumstances described in the subparagraph below.
- c. In circumstances where either Participant is legally obliged to disclose any shared information or information related to this MOU under applicable laws, by court order, or for another reason, it will inform the other Participant as soon as reasonably practicable.

SECTION 7: INTELLECTUAL PROPERTY

- i. The Participants acknowledge that any intellectual property brought by one Participant for the implementation of this MOU will remain the property of that Participant.
- ii. In the event that any intellectual property rights should arise from an activity carried out in accordance with this MOU, the Participants understand it will be attributed and protected in accordance with the Participants' respective state and national laws, and it will be subject to separate and specific arrangements concluded between the Participants in relation to the specific activity.

SECTION 8: FUNDING

The Participants understand that this MOU does not commit either Participant to financially support any activity carried out under its provisions. This MOU is not intended to create any legal or financial obligations under state, national, or international law between the Participants.

SECTION 9: INTERPRETATION AND APPLICATION OF THIS MOU

The Participants are committed to acting in good faith. Any disagreements between the Participants about the interpretation or application of this MOU will only be settled by consultation and negotiation between the Participants and not referred to any third party, court, or tribunal.

SECTION 10: ENTRY INTO OPERATION, AMENDMENT AND TERMINATION

- i. This MOU will come into operation on the date of the later of the Participants' signatures and will continue to have effect until it is terminated or renewed.
- ii. The Participants may amend this MOU at any time upon their mutual written consent.
- iii. Either Participant may terminate this MOU by providing 45 days' written notice of its withdrawal to the other Participant.

SECTION 11: STATUS OF THIS MOU

- i. This MOU is not legally binding under state, national, or international law and does not create any legal obligation to carry out or to financially support any activity.
- ii. The Participants confirm that all actions they carry out under this MOU will be subject as appropriate to applicable laws, rules, and obligations.

- iii. This MOU does not affect the rights of and obligations of third parties or the rights of the Participants to conclude arrangements or agreements with respect to any matter described in this MOU.

The foregoing record represents the understandings reached between the Government of the United Kingdom of Great Britain and Northern Ireland and the State of Florida in the United States of America upon the matters referred to therein.

This MOU is signed on 14 November in Jacksonville Florida by:

THE RT HON KEMI BADENOCH MP

Secretary of State for Business & Trade and
President of the Board of Trade
Minister for Women & Equalities

For the United Kingdom of Great Britain
and Northern Ireland

RON DESANTIS

Governor

For the State of Florida